

**WASHOE COUNTY SHERIFF'S OFFICE
SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 14 day of AUGUST, 2018, at 911 Parr Boulevard, Reno, Nevada, 89512 by and between WASHOE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "WCSO" through its

duly authorized representative

Chuck Allen, Sheriff

(Name / Title of Authorized WCSO Representative)

And

Q&D CONSTRUCTION

(Name of Firm / Individual)

1050 S. 21ST Street, Sparks, NV 89431

Hereinafter referred to as "Contractor" through its duly appointed representative

BOB LEONE

(Name / Title of Appointed Representative)

Phone: 775-353-7049 / Fax: 000-000-0000

In consideration of the aforesaid premises, the parties mutually agree as follows:

1. Bob Leone, representing "Contractor" hereby hires the WCSO to perform the following services:

- a. Traffic Control

NRS 480.340 authorizes the WCSO to enter into a contract with any person or governmental agency to provide services for the control of vehicular traffic related to or affected by any special event sponsored by the person or agency. Any such contract must require the sponsor of the special event to reimburse the WCSO for the cost of the services provided.

During uniformed traffic control assignments, deputies will provide a highly-visible law enforcement presence in the pre-agreed upon designated construction zones or provide traffic control services on roadways and access points agreed-to in advance by the parties. Traffic control assignments may be static (in one fixed location that shall be pre-determined and agreed upon by both parties prior to the commencement of work) *or* roving (may include travelling and multiple locations that shall be pre-determined and agreed upon by both parties prior to the commencement of work).

2. Said services to commence on the 19 day of August, 2018, and to continue until the 30th day of June, 2019. This contract is valid until June 30, 2019.

Written notice of termination is to be given at least five (5) working days prior to commencement date for services contracted, unless prior notice of termination or inability to perform is received by either party.

All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

Pursuant to NRS 480.340(2), the Contractor understands and agrees that the number of WCSO deputies available for services may differ from the numbers set out in this contract due to manpower availability and/or public safety/law enforcement priorities in other areas. The Contractor understands and agrees that the number of deputies assigned to work for this Contract is at the sole discretion of the WCSO, and the WCSO will only bill the Contractor for actual hours worked for this contract by WCSO deputies.

3. That the compensation to the WCSO for the services agreed to be performed is as follows:

DEPUTIES : \$80.00 per hour @ ___ hrs	\$ -TBD-
SERGEANT : \$90.00 per hour @ ___ hrs	\$ -TBD-
Mobile Services*	
-TBD- Miles @ \$.535 per mile, per deputy	\$-TBD-
Immobile Services**	
-TBD- Hours @ \$22.00 per hour, per deputy	\$-TBD-
Estimated Per Diem	\$-TBD-
Total Contract Amount **ESTIMATION ONLY**	\$-TBD-

*Mobile Services – Any activity which requires a WCSO cruiser to incur mileage.

(Mileage will be determined once the terms of this contract have been completed)

**Immobile Services – Any activity which requires a WCSO cruiser to remain stationary.

4. The Contractor and the WCSO agree to the following special conditions or instructions:
- Abide by all Nevada Department of Transportation requirements.
 - Abide by all applicable State of Nevada and local Statutes.
 - Any changes to the contract will be made by addendum to this contract signed by both parties.
 - All rates will be reviewed periodically and revised to reflect changing costs in an addendum to this contract signed by both parties.

5. That for and in consideration of the WCSO granting permission for TBD deputies to perform the services pursuant to this contract on the dates requested above, Contractor shall indemnify and defend, saving harmless the State, its officers, boards, commissions, agents or employees, and the WCSO from any and all claims by any person whatsoever on account of injury to or death of a person or persons, property damage, and any other damage occasioned by the services of the WCSO or other person or persons acting on behalf of or upon the request of Contractor or any or all persons attending their function. That said conduct of WCSO shall be at the expense of Contractor, and the State, its deputies, boards, commissions, agents, and employees of the WCSO shall be held harmless in all respects for any costs, expenses or liability of any nature which may be incurred as a result of the services rendered pursuant to this contract between the WCSO and Contractor.

WORKMEN'S COMPENSATION / GENERAL / AUTOMOBILE INSURANCE

Unless expressly waived in writing by the WCSO, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against Washoe County, its deputies, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, Washoe County shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the County.

The certificate shall be signed by an authorized representative of the insurance carrier and shall include a fifteen (15) day written notice to the County in the event of cancellation or material alteration of the coverage. The certificate shall also state that any coverage afforded the certificate holder shall apply as primary and not excess to any insurance issued in the name of the certificate holder. The certificate shall be filed with the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno NV 89512 within fifteen (15) days before the contract beginning date, unless other arrangements have been made prior to approval of this contract.

A. Workers' Compensation and Employer's Liability Insurance.

Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.

B. Commercial General Liability – Occurrence Form.

The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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| 1. | General Aggregate | \$2,000,000 |
| 2. | Products – Completed Operations Aggregate | \$1,000,000 |
| 3. | Personal and Advertising Injury | \$1,000,000 |
| 4. | Each Occurrence | \$1,000,000 |

C. Automobile Liability.

The policy shall cover Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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| 1. | Combined Single Limit (CSL) | \$1,000,000 |
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The Contractor agrees to insure or self-insure for physical damage losses to WCSO's vehicles and related equipment. Such insurance or self-insurance shall provide for reimbursement up to the actual replacement value of the vehicle and related equipment. Such loss or damage must be as a result of services performed under this contract. It is also agreed that Washoe County is not liable for the payment of any premiums, deductibles or assessments on any insurance policies purchased by the Contractor.

6. Payment for services performed by WCSO shall be deposited at least fifteen (15) days before acceptance of contract, unless other arrangements have been made, in writing, to assure adequate compensation to Washoe County.
7. Time is of the essence in this contract. The organization or person requesting services from the WCSO through its duly authorized representative agrees, in the event this contract is placed for collection into the hands of a collection agency, attorney and/or courts, to pay all collection and court costs, as well as attorney's fees.
8. This contract constitutes the entire agreement between the parties and shall remain in effect unless and until it is modified by a written amendment signed by the parties. No alteration or modification of the terms of this contract are valid unless made in writing and signed by both parties.
9. The Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this contract without the prior written agreement of Washoe County.
10. This contract shall be construed and interpreted according to the laws of the State of Nevada.

GOVERNING LAW: JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for

enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

DISCLOSURES REGARDING CURRENT OR FORMER COUNTY EMPLOYEES.

For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

AGREED TO AND ACCEPTED BY:



Contractor's Signature

8/16/18
Date



Contractor's Title

Q&D CONSTRUCTION – SUTRO

Contractor

Address:

Q&D CONSTRUCTION	
1050 S. 21 ST STREET	
SPARKS, NV 89431	
Phone:	775-353-7049
Fax:	000-000-0000
Email:	bleone@qdconstruction.com

Chuck Allen, Sheriff

Date